

Cook, Jackie

From: Jay Pride [JPride@itsi.com]
Sent: Tuesday, December 04, 2012 11:19 AM
To: Cook, Jackie
Cc: Arvind Acharya; Ken Leonard
Subject: MOU Between Navy and ITSI Gilbane (ITSI) for NRC License (No. 04-29353-01; Docket: 030-38058) for use at The Former Hunters Point Naval Shipyard (HPNS)
Attachments: Dec 4 signed MOU supporting 10-19-12 notification to NRC on license use at HPS Parcel F.pdf

Attached is the signed MOU between the Navy and ITSI for use of ITSI Gilbane's NRC LICENSE (No. 04-29353-01) at HPNS supporting our letter to NRC dated October 19.

Jackie, I wish you a Wonderful Merry Christmas.

Jay Pride

Jay Pride | DOE Program Manager; Corporate RSO | ITSI Gilbane Company
800 Oak Ridge Turnpike, Suite 700A | Oak Ridge, TN 37830
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PUBLIC

- ☐ Immediate Release
☒ Normal Release

NON-PUBLIC

- ☐ A.3 Sensitive-Security Related
☐ A.7 Sensitive Internal
☐ Other:

Reviewer: JP Date: 12/5/12



December 4, 2012

Nuclear Materials Licensing Branch
Attn: Jackie Cook
U. S. Nuclear Regulatory Commission, Region IV
612 E. Lamar Boulevard, Suite 400
Arlington, TX 76011-4125

Reference: Memorandum of Understanding (MOU) Between Navy and ITSI Gilbane (ITSI) for NRC License (No. 04-29353-01; Docket: 030-38058) for use at The Former Hunters Point Naval Shipyard (HPNS)

Dear Ms. Cook

Attached is the signed MOU between the Navy and ITSI Gilbane for use of ITSI's NRC LICENSE (No. 04-29353-01) at HPNS, supporting our letter to NRC dated October 19, 2012.

If you have any questions, please contact me at (865) 483-5200 or cell (865) 389-8048.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Pride".

Jay Pride Radiation Safety Officer



DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

NAVSEADET RASO
5090

NAVFACENGCOM
5090
Ser BPMOW/0728
3 Dec 2012

MEMORANDUM OF UNDERSTANDING
BETWEEN
NAVAL SEA SYSTEMS COMMAND DETACHMENT, RADIOLOGICAL AFFAIRS
SUPPORT OFFICE,
BRAC PMO WEST, AND ITSI GILBANE COMPANY

Subj: MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE
PERFORMANCE OF RADIOLOGICAL SERVICES BY ITSI GILBANE AT
THE FORMER HUNTERS POINT NAVAL SHIPYARD, SAN FRANCISCO,
CALIFORNIA

1. Background.

a. The Navy Base Realignment and Closure Program Management Office West (BRAC PMO West), using the Naval Facilities Engineering Command, South West Division contracting services (NAVFACSW), has entered into Contract No. N62473-1011-D-2227 with Innovative Technical Solutions, Inc. (ITSI) Gilbane Company (ITSI Gilbane) (formerly known as Innovative Technical Solutions, Inc. (ITSI)). Under this contract, ITSI Gilbane will provide radiological services at the former Hunters Point Naval Shipyard (HPS), San Francisco, California in areas that are both concurrent jurisdiction with the State of California and exclusive federal jurisdiction. ITSI Gilbane will perform radiological services under ITSI Gilbane's Nuclear Regulatory Commission (NRC) License No. 04-29353-01 under reciprocity granted by the State of California Department of Public Health (CDPH). This MOU is being established as a requirement of ITSI Gilbane's license conditions.

b. Some radiological operations involving licensed radioactive at HPS were previously authorized by Atomic Energy Commission (AEC) and NRC licenses. All previous licenses were appropriately terminated at the time of termination. Additionally, previous radiological operations at HPS involved the use of 91b materials, radioluminescent materials, technically enhanced naturally occurring radioactive materials (TENORM), and naturally occurring and accelerator-produced radioactive materials (NARM). Currently, the Navy is authorized to use NRC licensed radioactive materials through a NRC Master Materials License. However, while the Navy is recognized as owner of the

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radioactive materials at HPS, the materials are not currently permitted under the Master Materials License as the materials are considered residual contamination from previous operations which were appropriately decommissioned at the time of termination or not considered licensed radioactive materials by the NRC at the time of use.

2. Organizational Responsibilities. The intent of this section of the MOU is to outline the general applicability and responsibilities of each organization as it applies to their approved performance work statement, field work documents, health and safety plan, radiation health plan, license standard operating procedures and license implementation. Each organization has distinct areas of responsibility as defined by their respective contracted functions.

a. In accordance with the contract specific in paragraph 1.a above, ITSI Gilbane shall:

(1) Ensure access is controlled to individual work areas under ITSI Gilbane's control for activities where radioactive materials are known or suspected of being present.

(2) Control radioactive materials used for operational check of radiation detection and laboratory equipment.

(3) Perform work using radiologically sound work practices following standard operating procedures approved under ITSI Gilbane's NRC license, and field work documents approved by the Navy and federal or state regulators, as appropriate.

(4) Maintain training and dose records for ITSI Gilbane employees and subcontractors, as appropriate.

(5) Prepare, issue and maintain Radiation Work Permits for work controlled by ITSI Gilbane.

(6) Maintain custody of Navy radioactive materials, including low-level radioactive waste, found during investigations, prior to transfer to the on-site Low-Level Radioactive Waste (LLRW) contractor or return to Navy possession.

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(7) Characterize and inventory radioactive waste discovered during the performance of field work.

(8) Submit reports and other administrative requirements concerning the work, including daily progress reports, to BRAC PMO WEST, NAVFACSW, NAVSEADDET RASO, and additional Navy offices as requested. Information will be provided regarding the radiological conditions of all work areas, radioactive contamination found, and status of any identified waste.

(9) Assess contamination levels on outdoor areas and materials and equipment.

(10) Radiologically free release all equipment, areas, and spaces used during the performance of site work.

(11) Coordinate public health and safety assurance issues with the Navy.

b. The Navy shall:

(1) Provide technical oversight of ITSI Gilbane field work.

(2) Allow ITSI Gilbane to perform work using radiologically sound work practices following standard operating procedures approved under ITSI Gilbane's NRC license, and Navy and regulator approved field work documents, health and safety plan, radiation health plan, and performance work statement.

(3) Monitor site work by performing on-site visits, tracking on daily site reports and/or participating in conference calls.

(4) Review all site investigation data.

(5) Provide information about former radiological operations or possible Navy radioactive materials that could be encountered during site work.

(6) Coordinate with the HPS LLRW contractor to provide

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containers for and disposal of radioactive contaminated materials
or mixed waste found as a result of conduct of site work.

(7) Work with the contractor to address any unexpected
contamination or radiological control issues.

(8) Provide assistance with public health and safety
assurance issues.

(9) Issue public statements regarding radiological issues.

(10) Approve clearance of areas prior to turnover of the
areas for unrestricted use.

(11) Coordinate regulatory agency approval of clearance of
areas prior to turnover of the areas for unrestricted use.

3. Jurisdictional Issues and Changes. Jurisdictional issues or
specific situations not covered under this agreement will be
discussed between the Navy and ITSIL Gilbane for resolution and
documented by amendment of this memorandum of understanding.

4. Effective Period: This MOU is effective upon signatures by
all parties and will expire at the end of the contract awarded to
ITSIL Gilbane. Either party may terminate this agreement by
giving 30 days advance written notice of the effective date of
termination, or upon the written agreement of both parties at a
mutually agreeable date.

5. Approval:

LOWMAN.LAUR
A.L.1231938881


Digitally signed by
LOWMAN.LAUR A.L.1231938881
DN: cn=US, o=US, email=LOWMAN.LAUR A.L.1231938881,
c=US, ou=US, email=LOWMAN.LAUR A.L.1231938881
Date: 2012.12.04 09:55:37 -0500

LAURIE LOWMAN,
Lead EPM
NAVSEADET RASO

Jay Pride

ITSIL GIBANE
RADIATION SAFETY
OFFICER

Digitally signed by Jay Pride
DN: cn=Jay Pride, o=ITSIL,
ou=nuclear,
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Date: 2012.12.03 21:52:12
-0500


LAWRENCE ZANSDALE
By Direction of
the Director